EXHIBIT H PART 7

Exhibit File Check List

SUPERIOR LIVESTOCK AUCTION

1155 North Colorado Avenue Brush, CO 80723 800-523-6610

BUYERS INVOICE Buyer # 0016

Eastern Livestock

Office:

812 949-9035

135 West Market

New Albany, IN 47150

Fax:

812 949-9060

LOT #9931

Shrink

2

Delivery Date

10/29/2010

Auction Date

Price

\$105.50

9/10/2010

Contracted:

Head 65 Delivered:

Description Feeder Heifers

Feeder Heifers

Weight

50160

49157

Net Wt

49157

756

Ave Wt

725

\$104.26

\$51,251.09

Gross Amount

65

Total:

65

Seller: T.W. Burton

Location: Matfield Green, KS

Destination: Yuma, CO

epresentative: Bill Broadie 620 635-5870

Part Payment Paid:

\$2,600.00

\$51,251.09

Adjustments:

Net Due:

\$0.00

\$48,651.09

Superior Livestock Auction attests that all livestock referenced by this document are of

USA

Time & The Time

origin.

Superior Livestock Auction by

Eastern Livestock's check was not deposited it was sent for collection and returned "unpaid"

Please remit to Superior Livestock Auction via Wire Transfer or Overnight Delivery of a Check Please include the Lot Number on your payment

Wire Transfer or ACH To: Bank of Colorado, 301 Clayton St, Brush, CO 80723 Routing #107002448 Credit: Superior Livestock Auction, 1155 N Colo Ave, Brush, CO 80723 Acct # 4100022896

> Address for overnight delivery of a check (Fed Ex, UPS or Express Mail) Superior Livestock Auction 1155 N Colorado Avenue Brush, CO 80723

Superior Livestock Auction certifies that the Beef Checkoff assessment on the sale of the cattle referenced on this invoice has been collected and remitted to the proper State Beef Council by Superior Livestock Auction or the appropriate authority.

Thank you for your business. If you have any questions, please call 1-800-523-6610

Case 10-93904-BHL-11 Doc 410-39 Filed 03/28/11 EOD 03/28/11 12:22:40 Pg 4 of 15

SALE DATE Sept 10 2010

PAPERWORK REC'D 11/8/201

SUPERIOR LIVESTOCK AUCTION

DELIVERY DATE Oct 29 2010

620 753-3448

LOT# 9931

SELLER T.W. Burton

SELLER T.W	. Burton	<u>620 /53-</u>	<u> 3448 </u>								11/0/201
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November 23, 2010

Bank of Colorado P.O. Box 147 Fort Lupton, CO 80621

Re: Collection Request: Eastern Livestock Co LLC Check Numbers: 125060, 125059, 125058, 125056, 125055, 125053, 125044, 125042, 125040, 125036, 125051, 125048, 125046, 125034, 125032, 125030, 125028, 125019, 125017, 125038, 125013

To Whom It May Concern:

This letter is being sent regarding checks presented by your company for collection on the above referenced account.

Your request for collection has been denied due to the following reason(s):

Account does not have sufficient available funds.

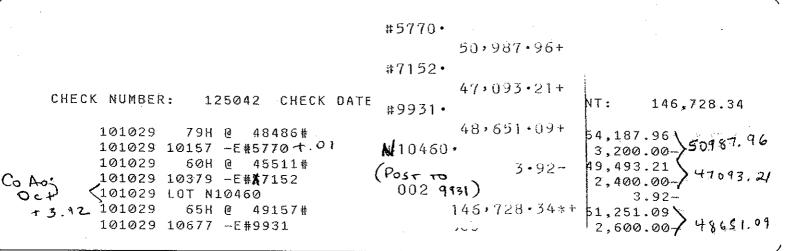
If you have any questions, or need further assistance please feel free to contact me at 513-358-9355

Regards,

Katie Block Garnishment Clerk

> not goingto roe poid Ben Loomis

PLEASE DETACH THIS PORTION BEFORE DEPOSITING CHECK



EASTERN LIVESTOCK CO., LLC



TOCK CO., LLC

PAY TO THE ORDER OF

135 West Market New Albany, IN 47150 812-949-9035

> DATE CHECK No. 10/11/01 125042 ****146.728.34**

SUPERIOR LIVESTOCK AUCTION, INC. 1155 NORTH COLORADO B0X 38 BRUSH, CO 80723

NO

125042

Fifth Third Bank

SENT FOR COLLECTION



Fort Worth, TX 76164 1-800-422-2117

Brush, CO 80723 1-800-523-6610

1 of #:

0016

THIS CONTRACT made and entered into this 10th day of September, 2010 , in Brush, Morgan County, Colorado by and between T.W. Burton 105 S Reed St Matfield Green KS 66862 Phone Number. hereinafter known as SELLER, and Eastern Livestock of 135 West Market **New Albany** IN 47150 Phone, 812-949-9035 Fax. 812-949-9060 Cell. , hereinafter known as BUYER. Seller agrees to sell and Buyer agrees to purchase the following described livestock (the livestock) for the consideration set forth in this contract. VACCINATION PROGRAM:

# HEAD	KIND/SEX	BASE WEIGHT	PRICE
65	Feeder Heifers	725	\$105.50

BREED TYPE: English, English cross & Exotic cross. Small % w/a touch of ear.

MIXED LOADS: Heifer price will be \$ 0 /CWT under original price of steers.

ORIGIN: MO

COUNTRY OF ORIGIN: USA

FRAME: Med - Med Lg

FLESH: Medium

HORNS: Dehomed or Tipped

EST WT VARIANCE: Uneven

FEEDING PROGRAM: Native grass, protein blocks, few range cubes to lead with.

CURRENT LOCATION: Ranch, 4 miles W of Matfield Green, KS which is 32 miles SW of Emporia, KS

where the livestock shall remain and be handled in their normal and usual manner until delivery, unless otherwise expressly agreed in writing.

DELIVERY: Seller shall deliver the Livestock to Buyer F.O.B.

Ranch

on/between

Oct. 15-30, 2010

at the option of the representative.

WEIGHING CONDITIONS: Gather from pasture ASAP, load on buyers truck, haul 20 miles & weigh on truck w/a 2%.

SLIDE: If the livestock average over the base weight

the price will be adjusted

4 cents per pound for every

bound over that weight on the total net pounds.

COMMENTS:

VACCINATIONS: Titanium 5, One Shot & 7-way w/Pinkeye.

AGE/SOURCE VERIFIED: No

LIVESTOCK OWNERS' FEED CERTIFICATE ON FILE: Yes

IMPLANTED: Not by this owner

BANGS VACCINATED:

INSPECTIONS AND WARRANTIES: Seller shall deliver within ninety-five percent (95%) of the above stated number of livestock, exclusive of any stags, crippled, blind, bad eyed, locoed, lump-jawed or otherwise unmerchantable fivestock, and any livestock that are not as described above. If Buyer or his agent is present at delivery and the livestock are removed by the carrier, such action constitutes inevocable acceptance of the livestock by the Buyer. If Buyer is not present at delivery Buyer shall notify Superior Livestock Auction, Inc.(SLA) of any grievance regarding any livestock within twenty-four (24) hours after arrival. Buyers failure to so notify SLA shall constitute irrevocable acceptance of the livestock and bind him to pay the contract price for the livestock. Seller shall furnish to Buyer any brand and health certificates required for interstate shipment and Federal Law. If additional health certificates, tests, or documentation is required for shipment, it shall be at the Buyer's request and expense. Seller and SLA warrant that Setter has good and marketable title to the livestock and that the livestock will be delivered free from all security interests, liens or encumbrances. Said livestock are subject to a lien, security interest or chattel mortgage in favor of

which shall be satisfied by Seller prior to or at delivery. Seller agrees to defend title to the livestock and indemnify and hold SLA and Buyer harmless from any and all loss or damage on account of any liens, encumbrances, or other defects in title. THERE ARE NO WARRANTIES EXPRESSED OR IMPLIED BEYOND WHAT IS EXPRESSLY SET FORTH IN THIS CONTRACT.

RISK OF LOSS: The risk of loss of the fivestock passes to Buyer at the time that the livestock are loaded on the carrier.

PAYMENT OF CONSIDERATION: As consideration for the livestock, Buyer agrees to pay SLA for the benefit of Seller the price stated above, adjusted by the SLIDE, if applicable. Payment of the price shall be governed by the provisions of this agreement. Buyer agrees to pay SLA for the benefit of Seller \$40.00 per head on head, the sum of \$ 2,600.00 , as part payment, upon entering into this contract and to pay the remaining balance to SLA at the time of delivery. If Buyer is present at delivery, payment is to be made at delivery. If Buyer is not present at delivery, payment is to be received by SLA no later than the first business day following the day of delivery. Buyer agrees to make payment by wire transfer of funds or by Express Mailing or Federal Expressing a check. If there will be multiple shipments, Buyer agrees to pay for each day's delivery in the manner stated herein. All payments are due and payable in Brush, Morgan County, Colorado.

, as part payment for the livestock and agrees that the remaining Seller acknowledges that it has received from SLA \$30.00 per head, the sum of \$ 1,950.00 balance, (including the \$10.00 per head received from Buyer and not paid to Selfer which is being held in SLA's Custodial Account for Shipper's Proceeds as a deposit on commission until delivery when the actual commission can be determined), less commission and other lawful charges shall be paid at delivery.

REVERSE SIDE: THIS CONTRACT IS SUBJECT TO ALL CONDITIONS ON THE REVERSE SIDE HEREOF. SAID CONDITIONS ARE A PART OF THIS AGREEMENT. In witness hereof, each party to this agreement has caused it to be executed at Brush, Morgan County, Colorado on the date indicated above.

SELLER:

Eastern Livestock

620 635-4043

REPRESENTED BY: Bill Broadie

620 635-4462

OPEN HEIFERS: Unless otherwise stated, heifers sold in this contract are not guaranteed open

PARTIAL INVALIDITY: No partial invalidity of this agreement shall affect the reaminder.

SECURITY AGREEMENT: Buyer hereby grants to Superior Livestock Auction, Inc. a security interest in the livestock described herein, including the products and proceeds thereof, until such time as Superior Livestock Auction, Inc. actually receives final payment of the full purchase price of said livestock on any payment item issued or until Superior Livestock Auction, Inc. actually receives full and final payment for the livestock by cashier's check or wire transfer of funds.

DEFAULT: In case of default of either Buyer or Seller, the defaulting party shall be liable for actual and incidental damages as are permitted by the Uniform Commercial Code, plus court costs and attorney's fees, as well as to any available equitable relief. Default shall exist if full and final payment is not received within one day from the date Buyer takes possession of the livestock described herein, or if the check given in payment for the livestock is dishonored, or upon the death, bankruptcy or insolvency of the Buyer or upon the sale of said livestock without Superior Livestock Auction's written permission. Upon default. Superior Livestock Auction, with or without notice, may exercise any and all rights accorded it by law and this contract, including but not limited to the following: If Buyer defaults, he will forfeit his \$40 per head part payment. Upon Seller's failure, for any reason whatsoever (other than an act of God), to deliver to Buyer, all cattle purchased hereunder, as herein required. Seller shall promptly refund to Superior Livestock Auction the part payment advanced on such undelivered cattle, plus commission. Superior Livestock Auction will refund to the Buyer the total amount of the part payment advanced by the Buyer. This shall constitute the only liability of Superior Livestock Auction to Buyer. Superior Livestock Auction shall also have the option, in the event of default by Buyer, of paying Seller in full for the cattle and of holding and reselling the cattle in a reasonable commercial manner. In that event, Buyer shall be liable to Superior Livestock Auction for all damages incurred, including costs, attorney's fees, and decline in market value of the cattle.

FAILURE TO DELIVER WITHIN 95% OF CONTRACT: In the event Seller fails to deliver within 95% of the cattle soid. Seller will be liable for replacing any cattle not delivered with cattle of equal size and quality or pay the Buyer the difference between the price stipulated in the sales contract and the then prevailing market price on the number of livestock not delivered, based on the average weight of those delivered and/or make the necessary freight adjustment to Buyer at Buyer's option. Replacement of cattle, monetary adjustment and/or freight adjustment shall be at the Seller's expense and Buyer's approval.

GOVERNING LAW: All legal actions instituted for any default in payment or lack of sufficient lunds in any financial institution to pay checks tendered, or default by payment with no account checks, shall be determined exclusively by Colorado law.

ARBITRATION OF DISPUTES: Any controversy or claim arising out of or relating to this Agreement, or the breach thereof, shall be submitted to binding arbitration upon the written demand of any party to this agreement, which demand shall be served on all parties at the addresses set forth herein. The parties shall promptly submit the dispute to the American Arbitration Association (the "AAA") for resolution by a single neutral arbitrator acceptable to both parties, as selected under the rules of the AAA. The dispute shall then be administered according to the AAA's Commercial Arbitration Rules, with the following modifications; (i) the arbitration shall be held in Ft. Worth, Texas; (ii) the arbitrator shall conduct the arbitration as if it were a bench trial and shall use, apply and enforce the Texas Rules of Evidence and Texas Rules of Civil Procedure; (iii) the arbitrator shall have no power or authority to make any award that provides for consequential, punitive or exemplary damages. Judgement on the award rendered by the arbitrator may be entered in any court having jurisdiction over the parties. Each party to the dispute shall bear its own expenses arising out of the arbitration.

NO ASSIGNMENT OR DELEGATION: No right or interest in this contract shall be assigned by either party. Buyer or Seller. However, both Buyer and Seller acknowledge that Superior Livestock Auction, upon the default of Buyer or Seller, may take an assignment of this contract from either Buyer or Seller and enforce the contract in the name of Superior Livestock Auction.

EXECUTION: Should Buyer or Seller not be present or available to execute the herein contract on auction day, the making of part payment by Buyer or the receipt and negotiation of part payment by Seller, shall constitute full agreement by Buyer or Seller to the terms and conditions set forth herein. Mailing, postage prepaid, of the herein agreement to Buyer or Seller at their last known address, shall serve as full notice to Buyer and Seller of the said terms and conditions. Failure of Buyer or Seller to object in writing, by facsimile transmission or first class U. S. mail, to the terms and conditions herein, within twenty-four (24) hours after receiving notice, shall constitute a waiver on the part of Buyer or Seller of lack of notice, or agreement, to all the terms and conditions herein.

ACT OF GOD: Seller & Superior Livestock Auction shall not be liable for any delay or failure to deliver any or all of the livestock in case delay or failure is caused by any act of God or by destruction in whole or in part of the livestock. When Seller claims excuse for nonperformance under this paragraph, reasonable notice & documented proof must be given to Buyer & Superior Livestock Auction.

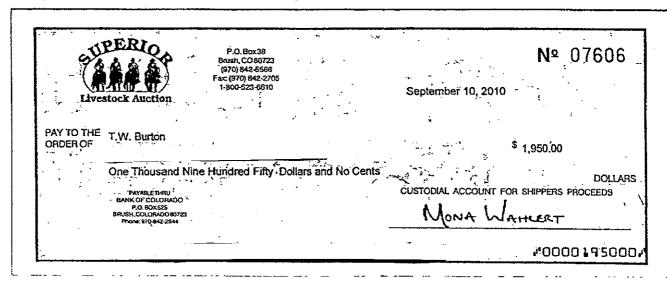
ENTIRE CONTRACT: This contract contains the entire agreement between Seller and Buyer and cannot be changed except in writing signed by both parties.

i-80) 624-3800 0-422-2117	1	5	P. P.	action			1-800-523-5610	
CONSIGNMENT #	<u> </u>	CONSIGNME	ENT CONTRA	ACT F	OR SALE	OF LIVE	STOCK	FAX TO: (970) (877) 842-2705) 523-6610
Accepted by SLA Effective Date		AUCTION	DATE	La	<u> </u>	<u> </u>			, 020 000
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	Holstein Bulls / Ste	ers / Heifers	<u> </u>	_			Heifer Calve		
MIXED LOADS: Hei	fer price will be \$ _	/ ewt un	ider original pr	rice of	steers. SP PreCon	ECIAL LU	IGU: IZER SelectVa	G 24 34 34+	45 PreCon
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LIVESTOCK OWNER above, will be, on su	'S FEED CERTIFICATE:	The undersigned	certities that, to	the be	st of his/he	rs/its know	ledge, as of the	date of delivery, none	of the livestock describ any feed containing prote agal level of drug residue them: Seller agrees
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information on this	contract is accurate	aug dassantees q	elivery on the	livesto	on one Ko ock describ	eq peteiu ur ox asek	an nine couns	cr, and Will abide by	mem. Seller agrees
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UU SELIARUNAJHRA

WHITE / OFFICE - YELLOW / REP - PINK / SELLER

16206352335



DDA Debits - 09/28/2010

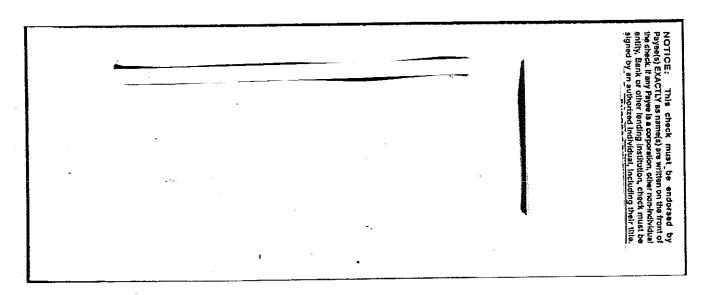
NOTICE: This check must be endorsed by Payse(s) EXACTLY as name(s) are written on the front of the check. Itary Payse is a corporation, other non-facilidual entity, Sank or other saiding institution, check must be signed by an authorized individual, including their title.

iń.

DDA Debits - 09/28/2010

SUPERIO	P.O. Box 38 Brush, CO 80723 (870) 842-5566 Fax: (970) 842-2705 1-800-523-8810	N°- 043875
PAY TO THE T. W. Bu	wt	DATE 10/29/10
PAYABLE THRU BANK OF COLOPADO PO. BOX SSS BRUSH, COX.ORADO 40725 PHONE: \$70 482-2244	<u>62-244/1070</u>	CUSTODIAL ACCOUNT FOR SHIPPERS PROCEEDS Bill Broady

DDA Debits - 11/01/2010



DDA Debits - 11/01/2010

131 E. Exchange Ave., Suite 121 Foir World, TX 76164 (817) 624-3800 Fax. (817) 624-3325 1-800-422-2117



Nº 07606

P.O-Box 38 Brush, CO 80723 (970) 842 5566 Fax: (970) 842-2705 1-800-523-6610

September 10, 2010

T.W. Burton

105 S Reed St

Matfield Green, KS 66862

5285

7606

Phone: 620-753-3448

EOT##	HEAD DESCRIPTION	N DELIVERY DA	IE BASEWT	PRICE	PARTPMT
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9931	: 65 Feeder Helfers	Oct. 15-30	, IZOH	\$105:50	A CONTRACTOR OF THE PROPERTY O
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DEDU	CTIONS:				
No	Sale/Scratch Fees:				\$0.00
	ROCEEDS:				\$1.950:00
NETE	nuseelus.	and the second		Series and Artist the Series Court of	wa(390.00

Livestock Auction

Nº 97696

September 10: 2010

TW-Burton

One Thousand Nine Hundred Fifty Dollars and No Cents

1,950,00

DOLLARS CUSTODIAL ACCOUNT FOR SUPPERSPROCEED

New State of the s

Livestock Auction

Brush; CO 80729 (970) 842-5566 Fax: (970) 842 2705 1-800 523 6610

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131 East Exchange, Suite 121 Fort Worth, TX 76164 1-800-422-2117 (817) 624-3800 Fax: (817) 624-3325



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Age/Source Database Verified Provider	SellerPlease — Initial	
The seller attests that all livestock referenced by this document are ofc	rigine	
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